

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WK4TM96274MV05UF		PAGE 1 OF 94	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912PG-07-T-0050	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KARIN PRICE				b. TELEPHONE NUMBER (No Collect Calls) 0981 183 935	
9. ISSUED BY RCO FRANCONIA SUB-OFFICE ANSBACH, BLEIDORN HOUSING AREA, BLDG 5083 ANSBACH 91522 TEL: 468-7956 / 0981-183-939 FAX: 468-7902 / 0981-183-902		CODE W912PG		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO USAG ANSBACH, DPW-ENVIRONM. MGMT OFFICE MR. WALDEMAR LEIDENBERGER BISMARCK KASERNE GEB 5843B ANSBACH-KATTERBACH 91522 TEL: 467-2158 FAX:		CODE WK4TM9		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 94	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

GENERAL INFORMATION

1. Required Services

The required services called for herein are for the performance of refuse collections and the disposal thereof within the United States Army Garrison (USAG) Ansbach in accordance with the Attachment I "Pick-up Schedules", Attachment II "Performance Work Statement (PWS)", and Attachment III "Performance Requirements Summary (PRS)".

2. Contract Period

Net Amounts

Basic Contract Year (CLINs 0001 through 0005)
1 May 2007 through 30 April 2008

First Option Year (CLINs 1001 through 1005)
1 May 2008 through 30 April 2009

Second Option Year (CLINs 2001 through 2005)
1 May 2009 through 30 April 2010

Total Net Amount:

3. Type of Contract

a. The resulting contract will be an Indefinite Delivery Type – Firm Fixed Unit Price Requirements contract with a Firm Fixed Price Portion.

b. CLINs 0001AA, 0001AC, 0001AD, 0001AF, 0001AG, 0001AH, 0001AJ, 0001AK, 0001AL, 0001AM and their respective option CLINs represent the Firm Fixed Price portions of the contract.

c. CLINs 0001AB, 0001AE, 0002, 0003, 0004, 0005 and their respective option CLINs represent the Indefinite Delivery Type – Firm fixed Unit Price portion of the contract.

d. The quantities of the Indefinite Delivery Type – Firm fixed Unit Price portion of the contract are estimates only. Actual orders may not reach the given quantities in the schedule. Actual requirements will be stated in each individual task order issued hereunder. Oral calls are authorized.

e. The following Clauses apply to the Indefinite Delivery Type – Firm fixed Unit Price portion of the contract: FAR 52.216-18, FAR 52.216-19, FAR 52.216-21.

4. Abbreviations used

FLUC: Front Load Umfuell Container
cbm: Cubic meter

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Refuse Collections FFP FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Container Rental FFP Rental, delivery and set up of 55 each FLUC containers at a size of 5.00 cbm each for refuse to include the maintenance thereof and one (1) each container cleaning per year, as described in paragraph 8.a.(5) of the Performance Work Statement (PWS). (55 each x 12 months = 660 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	660	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB	Container Pick Up FFP Pick up, emptying and transportation of FLUC containers (5.00 cbm) for refuse. Pick up schedule is subject to alterations as prescribed in paragraph 8.a.(2) of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	6,760	Service		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Cleaning FFP Additional cleaning of 17 each FLUC containers (5.0 cbm) at the end of June, July and August. (17 containers x 3 months = 51 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	51	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Paper Container Rental FFP Rental, delivery and set up of 89 each green paper containers (1.1 cbm) to include maintenance of the containers, as well as 1 x cleaning of each container per contract year, as prescribed in paragraph 8.a.(5) of the PWS. (89 each x 12 months = 1086 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	1,068	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AE	Paper Container Pick Up FFP Pick up, emptying and transportation of green paper containers (1.1 cbm) to include the maintenance of the paper containers, as well as 1 x cleaning of each container per contract year, as prescribed in paragraph 8.a.(2) of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	4,628	Service		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Container Rental FFP Rental, delivery and set up of 3 each containers (25.0 cbm) for mixed paper/cardboard. (3 each x 12 months = 36 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	36	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Emptying of Containers FFP Pick up, emptying and transportation of 3 each containers (25.0 cbm) with mixed paper/cardboard, 4 services per week. The pick up schedule is subject to alterations, as prescribed in paragraph 8.a.(2) of the PWS. (4 services x 52 weeks = 208 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	208	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	<p>Recycling Igloo Sets</p> <p>FFP</p> <p>Rental, delivery and set up of 17 each recycling igloo sets to include the cleaning (inside and outside) one time per year (July) as prescribed in paragraph 8.a.(5) of the PWS. One recycling igloo set consists of:</p> <ul style="list-style-type: none"> - three glass igloo containers (for clear/brown/green glass) - one plastic igloo container (red) - one metal igloo container (blue or grey, and one 20 liter (0.02 cbm) container, color: yellow, for household batteries attached) - size of igloo containers: 3.0 cbm <p>(17 sets x 12 months = 204 services)</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WK4TM96274MV05UF</p>	204	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	<p>Additional Recycling Igloo Containers</p> <p>FFP</p> <p>Rental, delivery and set up of 8 each additional recycling igloo containers for plastic to include cleaning of the containers (inside/outside) one time per year (July) as prescribed in paragraph 8.a.(5) of the PWS. The size of the plastic igloos shall be 3.0 cbm.</p> <p>(8 containers x 12 months = 96 services)</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WK4TM96274MV05UF</p>	96	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	<p>Igloo Glass Sets</p> <p>FFP</p> <p>Pick up, emptying and transportation of 17 each igloo glass sets. One igloo glass container set consists of clear/brown/green glass igloo. The size of one glass igloo container set is 3.0 cbm.</p> <p>(17 sets x 12 months = 204 services)</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WK4TM96274MV05UF</p>	204	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	<p>Igloo Container for Metal</p> <p>FFP</p> <p>Pick up, emptying and transportation of 17 each igloo containers for metal. The size of the metal igloo shall be 3.0 cbm and shall include yellow containers for household batteries. The size of the battery containers shall be (0.02 cbm).</p> <p>(17 x 12 months = 204 services)</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WK4TM96274MV05UF</p>	204	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM	Recycling Igloo for Plastic FFP Pick up, emptying and transportation of 25 each recycling igloo containers for plastic (the same as ITEM 0001AH & 0001AJ). (25 igloos x 52 weeks = 1300 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	1,300	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	FLUC Containers On-Call FFP Rental and pick up of one FLUC container, 5.0 cbm in size, over a period of ten days for refuse collection on an ON-CALL BASIS in support of special events. One service consists of the rental of one FLUC container, delivery to the site, set up, pick up, emptying and transportation of the FLUC container to an authorized disposal site in accordance with German Waste Laws. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	70	Service		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	<p>On Call Cleaning Services FFP</p> <p>Additional cleaning services on an on-call basis, in accordance with paragraph 8.a.(7) of the PWS. Services shall be performed within the USAG Ansbach, covering the below listed areas. One service is defined as one hour of labor and all necessary equipment to perform the work.</p> <p>- Ansbach: Barton Barracks and Bleidorn Housing Area - Katterbach: Urlas Training Area, Bismarck Kaserne, Katterbach Heliport and Shipton Kaserne FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF</p>	50	Service		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004		1,476	Ton		

Disposal Cost for Industrial Refuse
FFP

Disposal of industrial refuse in FLUC containers. The total estimated amount of industrial refuse is based on an estimated 123 tons per month.

Reimbursement shall be made based on the actual cost incurred as documented on the invoice from an authorized disposal facility, in accordance with German Waste Laws. The invoice shall be submitted to the Contracting Officer's Representative (COR), along with the delivery slips. The delivery slip shall document as a minimum the following data:

- price
- quantity
- date
- time
- truck license number
- weight certificate number

Industrial refuse shall be transported to an authorized facility in accordance with German Waste Laws.

FOB: Destination

PURCHASE REQUEST NUMBER: WK4TM96274MV05UF

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005		1	Lot		

Recycling Cost
FFP

The estimated amount of the recycling cost is based on the total estimated tonnage documented in Exhibit A.

Weighing costs shall always be included in the disposal cost. Weighing costs will not be reimbursed separately. The amount of material removed and disposed of must be verified by weight certificates. Weight certificates shall document, as a minimum, the following data:

- quantity
- date
- time
- truck license number
- weight certificate number
- kind of material

Only weight certificates from a calibrated scale will be accepted. It is the duty of the contractor to submit recycling/disposal certificates with European waste code numbers for each type of material disposed of to the COR, as well as to coordinate the recycling/disposal of material with German authorities.

The Contractor shall reimburse the U.S. Government for "reimbursable" recycling material. Reimbursements shall be documented in the price schedule with a negative character in front of the sum. Reimbursable amounts shall be deducted from the total price.

FOB: Destination

PURCHASE REQUEST NUMBER: WK4TM96274MV05UF

ESTIMATED
NET AMT

See Exhibit A

EXHIBIT A

<u>Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
I	Glass (clear/brown/green)	57.00	ton		
II	Metal cans	20.00	ton		
III	Plastic & Compound Material	40.00	ton		
IV	Batteries	0.50	ton		
V	Mixed cardboard/paper	370.00	ton		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Refuse Collections FFP FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Container Rental FFP Rental, delivery and set up of 55 each FLUC containers at a size of 5.00 cbm each for refuse to include the maintenance thereof and one (1) each container cleaning per year, as described in paragraph 8.a.(5) of the Performance Work Statement (PWS). (55 each x 12 months = 660 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	660	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AB OPTION	Container Pick Up FFP Pick up, emptying and transportation of FLUC containers (5.00 cbm) for refuse. Pick up schedule is subject to alterations as prescribed in paragraph 8.a.(2) of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	6,760	Service		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC OPTION	Cleaning FFP Additional cleaning of 17 each FLUC containers (5.0 cbm) at the end of June, July and August. (17 containers x 3 months = 51 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	51	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD OPTION	Paper Container Rental FFP Rental, delivery and set up of 89 each green paper containers (1.1 cbm) to include maintenance of the containers, as well as 1 x cleaning of each container per contract year, as prescribed in paragraph 8.a.(5) of the PWS. (89 each x 12 months = 1086 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	1,068	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AE OPTION	Paper Container Pick Up FFP Pick up, emptying and transportation of green paper containers (1.1 cbm) to include the maintenance of the paper containers, as well as 1 x cleaning of each container per contract year, as prescribed in paragraph 8.a.(2) of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	4,628	Service		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF OPTION	Container Rental FFP Rental, delivery and set up of 3 each containers (25.0 cbm) for mixed paper/cardboard. (3 each x 12 months = 36 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	36	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AG OPTION	Emptying of Containers FFP Pick up, emptying and transportation of 3 each containers (25.0 cbm) with mixed paper/cardboard, 4 services per week. The pick up schedule is subject to alterations, as prescribed in paragraph 8.a.(2) of the PWS. (4 services x 52 weeks = 208 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	208	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AH OPTION	Recycling Igloo Sets FFP Rental, delivery and set up of 17 each recycling igloo sets to include the cleaning (inside and outside) one time per year (July) as prescribed in paragraph 8.a.(5) of the PWS. One recycling igloo set consists of: - three glass igloo containers (for clear/brown/green glass) - one plastic igloo container (red) - one metal igloo container (blue or grey, and one 20 liter (0.02 cbm) container, color: yellow, for household batteries attached) - size of igloo containers: 3.0 cbm (17 sets x 12 months = 204 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	204	Service		
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AJ OPTION	Additional Recycling Igloo Containers FFP Rental, delivery and set up of 8 each additional recycling igloo containers for plastic to include cleaning of the containers (inside/outside) one time per year (July) as prescribed in paragraph 8.a.(5) of the PWS. The size of the plastic igloos shall be 3.0 cbm. (8 containers x 12 months = 96 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	96	Service		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AK OPTION	Igloo Glass Sets FFP Pick up, emptying and transportation of 17 each igloo glass sets. One igloo glass container set consists of clear/brown/green glass igloo. The size of one glass igloo container set is 3.0 cbm. (17 sets x 12 months = 204 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	204	Service		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AL OPTION	Igloo Container for Metal FFP Pick up, emptying and transportation of 17 each igloo containers for metal. The size of the metal igloo shall be 3.0 cbm and shall include yellow containers for household batteries. The size of the battery containers shall be (0.02 cbm). (17 x 12 months = 204 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	204	Service		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AM OPTION	Recycling Igloo for Plastic FFP Pick up, emptying and transportation of 25 each recycling igloo containers for plastic (the same as ITEM 0001AH & 0001AJ). (25 igloos x 52 weeks = 1300 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	1,300	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	FLUC Containers On-Call FFP Rental and pick up of one FLUC container, 5.0 cbm in size, over a period of ten days for refuse collection on an ON-CALL BASIS in support of special events. One service consists of the rental of one FLUC container, delivery to the site, set up, pick up, emptying and transportation of the FLUC container to an authorized disposal site in accordance with German Waste Laws. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	70	Service		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003 OPTION	<p>On Call Cleaning Services FFP</p> <p>Additional cleaning services on an on-call basis, in accordance with paragraph 8.a.(7) of the PWS. Services shall be performed within the USAG Ansbach, covering the below listed areas. One service is defined as one hour of labor and all necessary equipment to perform the work.</p> <p>- Ansbach: Barton Barracks and Bleidorn Housing Area - Katterbach: Urlas Training Area, Bismarck Kaserne, Katterbach Heliport and Shipton Kaserne FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF</p>	50	Service		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1004 OPTION	Disposal Cost for Industrial Refuse FFP	1,476	Ton		

Disposal of industrial refuse in FLUC containers. The total estimated amount of industrial refuse is based on an estimated 123 tons per month.

Reimbursement shall be made based on the actual cost incurred as documented on the invoice from an authorized disposal facility, in accordance with German Waste Laws. The invoice shall be submitted to the Contracting Officer's Representative (COR), along with the delivery slips. The delivery slip shall document as a minimum the following data:

- price
- quantity
- date
- time
- truck license number
- weight certificate number

Industrial refuse shall be transported to an authorized facility in accordance with German Waste Laws.

FOB: Destination

PURCHASE REQUEST NUMBER: WK4TM96274MV05UF

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1005 OPTION	Recycling Cost FFP	1	Lot		

The estimated amount of the recycling cost is based on the total estimated tonnage documented in Exhibit B.

Weighing costs shall always be included in the disposal cost. Weighing costs will not be reimbursed separately. The amount of material removed and disposed of must be verified by weight certificates. Weight certificates shall document, as a minimum, the following data:

- quantity
- date
- time
- truck license number
- weight certificate number
- kind of material

Only weight certificates from a calibrated scale will be accepted. It is the duty of the contractor to submit recycling/disposal certificates with European waste code numbers for each type of material disposed of to the COR, as well as to coordinate the recycling/disposal of material with German authorities.

The Contractor shall reimburse the U.S. Government for "reimbursable" recycling material. Reimbursements shall be documented in the price schedule with a negative character in front of the sum. Reimbursable amounts shall be deducted from the total price.
 FOB: Destination
 PURCHASE REQUEST NUMBER: WK4TM96274MV05UF

ESTIMATED
NET AMT

See Exhibit B

EXHIBIT B

Number	Description	Quantity	Unit	Unit Price	Amount
I	Glass (clear/brown/green)	57.00	ton		
II	Metal cans	20.00	ton		
III	Plastic & Compound Material	40.00	ton		
IV	Batteries	0.50	ton		
V	Mixed cardboard/paper	370.00	ton		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Refuse Collections				
OPTION	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4TM96274MV05UF				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA	Container Rental	660	Service		
OPTION	FFP				
	Rental, delivery and set up of 55 each FLUC containers at a size of 5.00 cbm each for refuse to include the maintenance thereof and one (1) each container cleaning per year, as described in paragraph 8.a.(5) of the Performance Work Statement (PWS).				
	(55 each x 12 months = 660 services)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4TM96274MV05UF				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AB OPTION	Container Pick Up FFP Pick up, emptying and transportation of FLUC containers (5.00 cbm) for refuse. Pick up schedule is subject to alterations as prescribed in paragraph 8.a.(2) of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	6,760	Service		
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC OPTION	Cleaning FFP Additional cleaning of 17 each FLUC containers (5.0 cbm) at the end of June, July and August. (17 containers x 3 months = 51 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	51	Service		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD OPTION	Paper Container Rental FFP Rental, delivery and set up of 89 each green paper containers (1.1 cbm) to include maintenance of the containers, as well as 1 x cleaning of each container per contract year, as prescribed in paragraph 8.a.(5) of the PWS. (89 each x 12 months = 1086 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	1,068	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AE OPTION	Paper Container Pick Up FFP Pick up, emptying and transportation of green paper containers (1.1 cbm) to include the maintenance of the paper containers, as well as 1 x cleaning of each container per contract year, as prescribed in paragraph 8.a.(2) of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	4,628	Service		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AF OPTION	Container Rental FFP Rental, delivery and set up of 3 each containers (25.0 cbm) for mixed paper/cardboard. (3 each x 12 months = 36 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	36	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AG OPTION	Emptying of Containers FFP Pick up, emptying and transportation of 3 each containers (25.0 cbm) with mixed paper/cardboard, 4 services per week. The pick up schedule is subject to alterations, as prescribed in paragraph 8.a.(2) of the PWS. (4 services x 52 weeks = 208 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	208	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AH OPTION	<p>Recycling Igloo Sets FFP</p> <p>Rental, delivery and set up of 17 each recycling igloo sets to include the cleaning (inside and outside) one time per year (July) as prescribed in paragraph 8.a.(5) of the PWS. One recycling igloo set consists of:</p> <ul style="list-style-type: none"> - three glass igloo containers (for clear/brown/green glass) - one plastic igloo container (red) - one metal igloo container (blue or grey, and one 20 liter (0.02 cbm) container, color: yellow, for household batteries attached) - size of igloo containers: 3.0 cbm <p>(17 sets x 12 months = 204 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF</p>	204	Service		
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AJ OPTION	<p>Additional Recycling Igloo Containers FFP</p> <p>Rental, delivery and set up of 8 each additional recycling igloo containers for plastic to include cleaning of the containers (inside/outside) one time per year (July) as prescribed in paragraph 8.a.(5) of the PWS. The size of the plastic igloos shall be 3.0 cbm.</p> <p>(8 containers x 12 months = 96 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF</p>	96	Service		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AK OPTION	Igloo Glass Sets FFP Pick up, emptying and transportation of 17 each igloo glass sets. One igloo glass container set consists of clear/brown/green glass igloo. The size of one glass igloo container set is 3.0 cbm. (17 sets x 12 months = 204 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	204	Service		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AL OPTION	Igloo Container for Metal FFP Pick up, emptying and transportation of 17 each igloo containers for metal. The size of the metal igloo shall be 3.0 cbm and shall include yellow containers for household batteries. The size of the battery containers shall be (0.02 cbm). (17 x 12 months = 204 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	204	Service		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AM OPTION	Recycling Igloo for Plastic FFP Pick up, emptying and transportation of 25 each recycling igloo containers for plastic (the same as ITEM 0001AH & 0001AJ). (25 igloos x 52 weeks = 1300 services) FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	1,300	Service		

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002 OPTION	FLUC Containers On-Call FFP Rental and pick up of one FLUC container, 5.0 cbm in size, over a period of ten days for refuse collection on an ON-CALL BASIS in support of special events. One service consists of the rental of one FLUC container, delivery to the site, set up, pick up, emptying and transportation of the FLUC container to an authorized disposal site in accordance with German Waste Laws. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF	70	Service		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003 OPTION	<p>On Call Cleaning Services FFP</p> <p>Additional cleaning services on an on-call basis, in accordance with paragraph 8.a.(7) of the PWS. Services shall be performed within the USAG Ansbach, covering the below listed areas. One service is defined as one hour of labor and all necessary equipment to perform the work.</p> <p>- Ansbach: Barton Barracks and Bleidorn Housing Area - Katterbach: Urlas Training Area, Bismarck Kaserne, Katterbach Heliport and Shipton Kaserne FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF</p>	50	Service		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2004 OPTION	<p>Disposal Cost for Industrial Refuse FFP</p> <p>Disposal of industrial refuse in FLUC containers. The total estimated amount of industrial refuse is based on an estimated 123 tons per month.</p> <p>Reimbursement shall be made based on the actual cost incurred as documented on the invoice from an authorized disposal facility, in accordance with German Waste Laws. The invoice shall be submitted to the Contracting Officer's Representative (COR), along with the delivery slips. The delivery slip shall document as a minimum the following data:</p> <ul style="list-style-type: none"> - price - quantity - date - time - truck license number - weight certificate number <p>Industrial refuse shall be transported to an authorized facility in accordance with German Waste Laws.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WK4TM96274MV05UF</p>	1,476	Ton		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2005 OPTION	Recycling Cost FFP	1	Lot		

The estimated amount of the recycling cost is based on the total estimated tonnage documented in Exhibit C.

Weighing costs shall always be included in the disposal cost. Weighing costs will not be reimbursed separately. The amount of material removed and disposed of must be verified by weight certificates. Weight certificates shall document, as a minimum, the following data:

- quantity
- date
- time
- truck license number
- weight certificate number
- kind of material

Only weight certificates from a calibrated scale will be accepted. It is the duty of the contractor to submit recycling/disposal certificates with European waste code numbers for each type of material disposed of to the COR, as well as to coordinate the recycling/disposal of material with German authorities.

The Contractor shall reimburse the U.S. Government for "reimbursable" recycling material. Reimbursements shall be documented in the price schedule with a negative character in front of the sum. Reimbursable amounts shall be deducted from the total price.
 FOB: Destination
 PURCHASE REQUEST NUMBER: WK4TM96274MV05UF

ESTIMATED
NET AMT

See Exhibit C

EXHIBIT C

Number	Description	Quantity	Unit	Unit Price	Amount
I	Glass (clear/brown/green)	57.00	ton		
II	Metal cans	20.00	ton		
III	Plastic & Compound Material	40.00	ton		
IV	Batteries	0.50	ton		
V	Mixed cardboard/paper	370.00	ton		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000	Quality Control Plan FFP Expenses for the Quality Control Plan, as stated in CCE-242-4001, must be included in the contract price. THIS ITEM IS NOT SEPARATELY PRICED (NSP). FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96274MV05UF				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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7500

Contractor Manpower Reporting
FFP

The Contractor shall report all Contractor manpower (to include subcontractor manpower) employed for the performance of this contract. The Contractor shall complete all required fields in the reporting system using the web address: <https://cmra.army.mil/>. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the contract's period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 Oct following the fiscal year during which the contract is in place. Reporting must be completed for every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement will result in contract termination.

1. The first reporting period is from 1 May 2007 through 30 September 2007. The report is due no later than 31 October 2007.
2. The second reporting period is from 1 October 2007 through 30 September 2008. The report is due no later than 31 October 2008.
3. The third reporting period is from 1 October 2008 through 30 September 2009. The report is due no later than 31 October 2009.
4. The fourth reporting period is from 1 October 2009 through 30 April 2010. The report is due no later than 31 October 2010.

THIS REQUIREMENT IS NOT SEPARATELY PRICED.

FOB: Destination
PURCHASE REQUEST NUMBER: WK4TM96274MV05UF

NET AMT

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.217-5	Evaluation Of Options	JUL 1990
52.225-5	Trade Agreements	APR 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006

52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-17	Interest	JUN 1996
52.242-13	Bankruptcy	JUL 1995
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should

contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: PRICE

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have

been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

—

—

—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____

—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any

such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

____ (4) [Reserved]

____ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).

___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ___ (27) [Reserved]
- ___ (28) [Reserved]
- ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47 [Removed and Reserved]

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Type – Firm Fixed Unit Price Requirements contract with a firm fixed price portion resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract start date through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than €100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of €10,000.00;

(2) Any order for a combination of items in excess of €30,000.00; or

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after forty-two months.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor not later than contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty days before the contract expires. The preliminary notice does not commit the Government to an

extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed forty-two months.

(End of clause)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the official U.S. Government Finance and Accounting Office Disbursing Rate in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Regional Contracting Office, shown in the "issued-by" block of this document.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://farsite.hill.af.mil/VDFDARA.HTM>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___X___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

_____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

_____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

_____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

_____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (JUN 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2006) (-----
- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

_____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000)
(_____Alternate II) (MAR 2000) (_____Alternate III (May 2002).

_____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.229-7001 TAX RELIEF (JUNE 1997) - ALTERNATE I (JUNE 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____ RATE (PERCENTAGE): _____
(Offeror Insert) (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

CCE 204-4000 U.S. AND HOST NATION HOLIDAYS (March 2005)

US Holidays Work Shall be performed on U.S. holidays occurring during the normal workweek unless otherwise directed by the contracting officer. When a U.S holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Host Nation Holidays Work Shall Not be performed on local Host Nation* holidays occurring during the normal workweek unless otherwise directed by the contracting officer.

* Local host nation holidays occur in the region/state where contract performance takes place.

The U.S. holidays are:

New Year's Day January 1st

M L King Memorial Day	3d Monday in January
Presidents' Day	3d Monday in February
Memorial Day	last Monday in May
Labor Day	1st Monday in September
Columbus Day	2d Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

The German national and local holidays are:

New Years Day	01 January
Three King's Day (Only in Baden Wurttemberg and Bavaria)	06 January
Good Friday	Varies
Easter Monday	Varies
Labor Day	01 May
Ascension Day	Varies
Whit Monday	Varies
Corpus Christi (Only in Baden-Wurttemberg, Bavaria, Hessen, Nordrhein- Westphalia, Rhineland-Palatinate and Saarland)	Varies
Assumption Day (Only in Saarland and Roman Catholic areas of Bavaria)	15 August
Day of German Unity	03 October
All Saints' Day (Only in Baden-Wuerttemberg, Bavaria, North Rhine-Westphalia, Rhineland-Palatinate and Saarland)	01 November
1st Christmas	25 December
2nd Christmas Day	26 December

CCE 204-4005 CONVENTIONAL FORCES EUROPE (CFE) TREATY VERIFICATION INSPECTION (March 2005)

Contractor-owned or controlled structures and containers located on U.S. Government installations are subject to short-notice inspections by CFE treaty inspection teams. The Government will endeavor to provide the Contractor as much notice as possible in the event of such inspections. The contractor shall provide access to such structures and containers at the request of the Government. The Contractor shall report such inspections to the Contracting Officer in writing within ten (10) calendar days of completion of the inspection. Contractor-owned or controlled structures and/or containers on U.S. installations may have to be inspected to comply with the CFE treaty even if Contractor personnel are unavailable to provide access. Any costs borne by the Contractor or any impact on contract performance as a result of the inspection will be a matter of negotiation between the Contractor and the Contracting Officer.

CCE 225-4000 AUTHORIZATION TO PERFORM SERVICES IN GERMANY (March 2005)

Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor also shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees and subcontractor employees possess such documents or authorizations.

Contractor employees who:

- (a) are not nationals of Germany or other European Union countries, and
- (b) are not members of the force, the civilian component or their dependents, and
- (c) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary Agreement to the NATO SOFA shall possess work and residence permits.

By acceptance of and performance under this contract and any task orders or delivery orders issued hereunder, the Contractor affirms that it has complied with the requirements above.

Compliance with this clause and German law is a material contract requirement. Noncompliance by the Contractor or Subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract, task order, or delivery order for default.

CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS (March 2005)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: USAG Ansbach, DPW, Environmental Office

Location: Bismarck Kaserne, Katterbach

Building No: 5843B

DSN Phone No: 467-3422

Commercial Phone No: 09802-83-3422

Installation Access Control Office: USAG Ansbach, Provost Marshall's Office

Location: Barton Barracks, Ansbach

Building No: 5257

DSN Phone No: 468-7891

Commercial Phone No: 0981-183-891

CCE 232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (March 2005)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

SWIFT CODE
BLZ or BANK ROUTING NUMBER
ACCOUNT NUMBER
BANK NAME
International Bank Account Number (IBAN) (If Applicable) ---

CCE 233-4000 INDEPENDENT PROTEST REVIEW OFFICIAL (March 2005)

Interested parties may file agency protests, in compliance with FAR 33.103(d), directly with the contracting officer or may request an independent review at a level above the contracting officer by the Independent Protest Review Official, U.S. Army Europe. Independent review is available as an alternative to consideration by the contracting officer of a protest or is available as an appeal of the contracting officer's decision on the protest.

Interested parties seeking review by the Independent Protest Review Official, should so state in the agency protest or appeal, and should file the protest/appeal with the contracting officer. In order to be considered, an appeal to the Independent Protest Review Official must be received by the contracting officer within 10 calendar days of the date on which the protester received the contracting officer's decision on the protest.

CCE 242-4001 INSTRUCTIONS FOR CONTRACTOR'S QUALITY CONTROL PLAN (GERMANY)
(March 2005)

The contractor will coordinate with the COR (or receiving activity, if no COR has been appointed) to establish a Contractor's Quality Control Plan (CQCP).

The contractor will provide a copy of the CQCP annotated with the contract number to the COR at least five (5) working days prior to contract start date. The COR will submit an approved copy to the contracting officer at the below listed address not later than two (2) weeks after contract start date:

REGIONAL CONTRACTING OFFICE FRANCONIA
SUB-OFFICE ANSBACH
SCHLESIERSTR.
BLEIDORN KASERNE, GEB. 5083
91522 ANSBACH

In addition to any requirements in the specification or statement of work, the contractor's quality control plan must have as a minimum:

- Identification and clearly defined authority of key personnel under the contractor's organization.
- A quality inspection system covering all general and specific tasks included in the contract scope of work. It should specify tasks or areas to be inspected on either a scheduled or unscheduled basis, and the manner in which inspections are to be conducted.
- The names of firms or individuals tasked to perform inspections and the extent of their authority. This may be in the form of an organization chart or other form approved by the contracting officer's representative (COR).
- Proposed test methods, including names of technicians or qualified testing laboratories to be used, if applicable. Tests must be specified.

- A method of identifying deficiencies in the quality of services or construction performed before the level of performance becomes unacceptable.
- A method of documenting and enforcing quality control operations of both prime and subcontractor work, including inspection and testing.
- Key control, internal control or security procedures, if applicable.
- Any winterization plans and procedures for outdoor and exposed contractor and Government furnished equipment, if applicable.
- A method of identifying deficiencies in the quality of manufacturing, services, or construction performed before the level of performance becomes unacceptable.
- Detailed information specifying the types of action the contractor will take to correct deficiencies and prevent their recurrence.
- Detailed information on the inspection methods used and proposed test methods, including names of technicians or qualified testing laboratories to be used, if applicable. Tests must be specified.

Courtesy Translation - Gefaelligkeitsuebersetzung

QUALITAETSKONTROLLPLAN DES VERTRAGSNEHMERS

Der Vertragnehmer muss in Abstimmung mit dem COR (oder, falls kein COR ernannt wurde, mit dem Leistungsempfänger) einen annehmbaren Fertigungs-/Guete kontrollplan (CQCP) erstellen.

Eine Kopie des genehmigten Fertigungs-/Guete kontrollplans, unter Angabe der Vertragsnummer, muss spaetestens fuenf (5) Arbeitstage vor Vertragsbeginn beim Vertreter des Vertragsoffiziers (COR) vorliegen. Der Vertreter des Vertragsoffiziers hat den genehmigten Fertigungs-/Guete kontrollplans dem Vertragsoffizier spaetestens zwei Wochen nach Vertragsbeginn unter folgender Adresse einzureichen.

REGIONAL CONTRACTING OFFICE FRANCONIA
SUB-OFFICE ANSBACH
SCHLESIERSTR.
BLEIDORN KASERNE, GEB. 5083
91522 ANSBACH

Ausser den Anforderungen des Leistungsverzeichnisses bzw. der Arbeitsbeschreibung, muss der Fertigungs-/Guete kontrollplan mindestens folgendes beinhalten:

- Benennung des verantwortlichen Schluesselpersonals (Bauleiter etc.) und dessen Befugnisse innerhalb der Organisation des Vertragnehmers.
- Alle speziellen Erfordernisse, die den Umfang der Arbeit ausmachen, muessen durch das Fertigungs-/Guete kontrollsystem abgedeckt sein. Die Art der Kontrolle/Inspektion, planmaessig oder ausserplanmaessig, sowie die Arbeit/Arbeitsbereiche selber muessen genau dargelegt werden.
- Die Namen der Firmen oder Einzelpersonen, die damit beauftragt wurden, die Fertigungs-/Guete kontrollen durchzufuehren und deren klare Befugnisse. Dies kann in der Form einer Organisationsuebersicht oder eines anderen, vom Vertreter des Vertragsoffiziers (COR) genehmigten Vorschlages erfolgen.
- Die beabsichtigten Pruefungsmethoden, unter Angabe der Namen der Techniker bzw. der Testlaboratorien, die dafuer vorgesehen sind (falls zutreffend). Die Tests muessen ausfuehrlich beschrieben werden.

- Eine Methode zur Feststellung von Maengeln im Arbeits-/ Leistungsablauf, die eine Nichtabnahme/-annahme seitens des Auftraggebers vorbeugend verhindert.
- Ein Nachweis- bzw. Ausfuehrungsverfahren der Fertigungs-/ Guetekontrollmethoden von Leistungen des Hauptunternehmers als auch aller Subunternehmer, einschliesslich der vorgesehenen Inspektionen und Tests.
- Alle wesentlichen und innerbetrieblichen Kontrollen sowie alle Sicherheitsmassnahmen (falls zutreffend).
- Alle Plaene und Verfahren zur Winterfestmachung von ungeschuetzten Ausruestungsgegenstaenden des Vertragsnehmers oder -gebers.
- Eine Methode zur Feststellung von Qualitaetsmaengeln in der Produktion, im Dienstleistungsbetrieb oder bei den Bauarbeiten, die eine Nichtabnahme/-annahme seitens des Auftraggebers vorbeugend verhindert.
- Ausfuehrliche Informationen welche Massnahmen der Vertragnehmer ergreifen wird um Maengel zu korrigieren und ihre Wiederholung zu verhindern.
- Ausfuehrliche Informationen ueber die angewandten Inspektionsmethoden und die beabsichtigten Testmethoden, unter Angabe der Namen der Techniker bzw der Testlaboratorien, die dafuer vorgesehen sind (falls zutreffend). Die Tests muessen ausfuehrlich beschrieben werden.

ADDENDUM

ADDENDUM to FAR 52.212-1:

Para (a) (on small business size and identification). This does not apply to this solicitation

Para (c) Period for Acceptance of Offers is changed to read: The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

Para (h) Multiple Award. This is amended as as to state that only one (1) award will be made from this solicitation.

Para (i) Availability of Requirements document cited in the solicitation. This paragraph does not apply to this solicitation.

ADDENDUM to FAR 52.212-2:

ALL OR NONE AWARD: Only one contract will be awarded from this solicitation. Award will be on an "ALL OR NONE" basis. Offers for less than all of the solicited work will be rejected as nonconforming and unacceptable to the solicitation.

ADDENDUM to FAR 52.212-4:

Para (k) "Taxes" is replaced by DFAR 52.229-7000, entitled Invoices Exclusive of Taxes or Duties.

SPECIAL INSTRUCTIONS

COMMENCEMENT OF WORK / TIME OF DELIVERY

The Contractor is required to commence work ordered under this contract within one working day after issuance of a Task Order. Performance periods will be established on each Task Order issued against this contract.

CONTRACTOR PAYMENT PROCEDURES

1. The contractor shall submit one (1) original invoice to the Contracting Officer's Representative (COR) at the following address, and is authorized payment upon submission of invoices:

**USAG ANSBACH
DPW, ENVIRONMENTAL DIVISION
BISMARCK KASERNE, GEB. 5843 B
91522 ANSBACH / KATTERBACH**

2. The COR will date and time stamp all invoices immediately upon receipt, verify and certify that supplies or services have been provided in accordance with the terms and conditions of this contract, and forward the certified invoice to:

(a) the appropriate disbursing finance office at:

**DEFENSE FINANCE AND ACCOUNTING SERVICE
KLEBER KASERNE, GEB. 3200 ATTN LW
MANNHEIMER STR. 218/219
67657 KAISERSLAUTERN**

(b) the Contract Administration Office:

**REGIONAL CONTRACTING OFFICE FRANCONIA
SUB-OFFICE ANSBACH
BLEIDORN KASERNE, GEB. 5083
SCHLESIERSTR.
91522 ANSBACH**

Commercial Telephone: 0981-183-935
Military Telephone: 468-7935

3. If an invoice is incorrect or incomplete (for reasons other than assessment of liquidated damages), the COR will identify the defects in a letter and return the invoice to the contractor for correction within three (3) days after receipt. However, if the invoice is incorrect due to deficiencies in performance that cannot be rectified through coordination with the contractor, or are subject to assessment of liquidated damages, the COR will forward the invoice together with inspection findings relative to delayed, defective, or unacceptable work or contractor performance to the Contracting Officer for action.

TASK ORDER PROCEDURES

1. Contracting Officers assigned to RCO Franconia and/or Sub-Office Ansbach, or duly appointed Ordering Officers within the US Army Garrison of Franconia, Ansbach are authorized to issue Task Orders under this contract.
2. Above authorities are authorized to place oral calls under this contract; such calls must be confirmed in writing.
3. It is normal practice that confirming orders are picked up at least daily by contractor personnel. If not picked-up, they will be mailed. Written orders are considered "issued" for purposes of this contract, at the time the Government deposits the order in the mail.
4. All oral calls and confirming orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any oral calls or confirming orders.
5. In placing an oral call, the person authorized to place a call will provide the contractor with, (a) the Contract Number, (b) the Task Order number, (c) the Date Ordered, (d) the Line Item(s) being ordered, (e) Quantities to be ordered, (f) the Performance Period, (g) Location, and (h) the total amount of the order.

REMOVAL OF EQUIPMENT

The Contractor must pick up the rented or leased equipment after expiration of this contract, unless instructions are received from the Regional Contracting Office Franconia and/or Sub-Office Ansbach. If the Contractor fails to pick-up the equipment, the US Government will not be held liable for any costs.

ATTACHMENT I

ATTACHMENT I

PICK UP SCHEDULES

DEPARTMENT OF THE ARMY
USAG ANSBACH
Directorate of Public Works
Environmental Management
Office
Unit 28614
APO AE 09177

Pick up schedules are enclosed as follows:

ATTACHEMENT I – a.

For Refuse/Garbage, silver FLUC container, 5.00 cbm

ATTACHMENT I – b.

For Paper/Cardboard, green container, 1.1 cbm

ATTACHMENT I – c.

For Paper/Cardboard, orange container, 25.00 cbm

ATTACHMENT - d.

For Recycling IGLOO set (one set consist of five (5) containers), size of one container is 3.00 cbm

ATTACHMENT I – e.

Additional cleaning schedule for FLUC containers, 5.00 cbm (June, July, August) - Cleaning report for FLUC containers, 5.00 cbm

Attachment I - a.

PICK-UP SCHEDULE (Effective: 01 MAY 2007)

FLUC container, 5.0 cbm, for Refuse

PAGE
1

Number of Container s			Number of pick ups					<u>Total</u>
<u>Location:</u>	<u>Barton Barracks</u>		<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	
Building:	5292	1ea	1			1		
	5264	1ea			1			
	5262	1ea	1			1		
	5280	1ea			1			
Chapel	5290	3ea	3			3		
RC Bleidorn	5212/13	1ea	1					
School	5308	1ea	1			1		
Total per week		9	7		2	6	0	15

<u>Location:</u>	<u>Katterbach Heliport</u>		<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Total</u>
Building: Recycling Ctr.	5815	4ea	4		4		4	
	5518	1ea					1	
	5814	1ea	1		1		1	
	5988	2ea	2		2		2	
Parking Lot	5810	1ea		1		1		
	5813 A	2ea	2		2		2	
	5850	1ea				1		
	5802	1ea		1			1	
	5508	1ea		1			1	
	5516	1ea				1		
	5805	1ea	1		1		1	
	5509	1ea		1			1	
Hangar	5807/22	1ea	1		1		1	
	5987	1ea		1			1	
Rampe	5825/26	1ea	1		1		1	
DPW shops	5839	1ea					1	
	5817	2ea	2		2		2	

Total per week			22	14	5	14	3	20	56
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<u>Location:</u>	<u>Katterbach Housing</u>		<u>Monday</u> <u>y</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u> <u>y</u>	<u>Friday</u>	<u>Total</u>
Building:	5911	1ea		1			1	
	5515	1ea		1			1	
	5924	1ea		1			1	
	Sports field	1ea		1				
Total per week			4	0	4	0	3	7

PAGE
2

<u>Location:</u>	<u>Shipton Kaserne</u>		<u>Monday</u> <u>y</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u> <u>y</u>	<u>Friday</u>	<u>Total</u>
Building:	8004	2ea	2		2		2	
	8005	2ea	2		2		2	
	8009	1ea	1		1		1	
RC	8007	1ea					1	
	8012	1ea	1				1	
NIRP	8103	1ea	1					
Lake		1ea	1			1		
Total per week			9	0	5	1	7	21

<u>Location:</u>	<u>Bismarck Kaserne</u>		<u>Monday</u> <u>y</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u> <u>y</u>	<u>Friday</u>	<u>Total</u>
Building:	5843E	1ea	1		1		1	
	5843A	1ea		1				
Upper Parking	5843B	1ea	1			1		
	5843C	3ea	3			3		
Motorpool	5904	1ea		1				
	5845	1ea			1			
	5847/5848	1ea	1			1		
	5909	1ea				1		
	5511	1ea			1			
Total per week			11	2	3	6	1	18

55 35 11 24 16 31 117

US Army Ansbach - Katterbach

Contract

Pick-Up Schedule//Locations/Inspections of FLUC Containers, 5.00cbm

Locations

Effective: May 2007

Barton Barracks	Quantity	Monday	Comments
Bldg. 5308 School	1		
Bldg. 5262	1		
Bldg. 5257	0		
Bldg. 5256	0		
Bldg. 5255	0		
Bldg. 5454	0		
Bldg. 5292	1		
Bldg. 5290	3		
RC Bleidorn 5212/13	1		
Total	7		

Locations

Shipton Kaserne	Quantity	Monday	Comments
Bldg. 8004 Barracks	2		
Bldg. 8009 Messhall	1		
Bldg. 8005 Barracks	2		
Bldg. 8012 Motorpool 549th	1		
IRP-Site Bldg. 8103	1		
Soldiers Lake	1		
Total	8		

Locations

Katterbach-Heliport	Quantity	Monday	Comments
Bldg. 5815 Nähe RC	4		
Bldg. 5814	1		
Bldg. 5988/BK	2		
Bldg. 5813 A parking lot	2		
Bldg. 5805/Commissary	1		
Bldg. 5807/5822	1		
Bldg. 5825/26 Rampe	1		
Bldg. 5817	2		
Total	14		

Locations

Bismarck Kaserne	Quantity	Monday	Comments
Bldg. 5843 E	1		
Bldg. 5909 Franconia Inn	1		
Bldg. 5847/5848	1		
Bldg. 5843 C	2		
Bldg. 5843 B upper park	1		
Total	6		

Total:	35		
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Date:_____**Signature:**_____

**US ARMY ANSBACH - KATTERBACH
CONTRACT #**

Pick-Up Schedule/ Locations/Inspections of FLUC Containers, 5.00cbm

Locations

Effective: May 2007

Katterbach-Heliport	Quantity	Tuesday	Comments
Bldg. 5850 Headquater	1		
Bldg. 5810 Clinic	1		
Bldg. 5802 Hanger 3	1		
Bldg. 5508 Hanger 5	1		
Bldg. 5987 Thrift Store	1		
Total	5		

Locations

Katterbach Housing	Quantity	Tuesday	Comments
Bldg. 5911	1		
Bldg. 5515	1		
Bldg 5924 High School	1		
Sportfield Housing	1		
Total	4		

Locations

Bismarck Kaserne	Quantity	Tuesday	Comments
Bldg. 5843 A Kantine	1		
Bldg. 5904	1		
Total	2		
Total:	11		

Date: _____

Signature: _____

US Army Ansbach - Katterbach

Contract

Pick-up Schedule/ Locations/Inspections of FLUC Containers, 5.00cbm

Locations

Effective: May 2007

Bismarck Kaserne	Quantity	Wednesday	Comments
Bldg. 5843 E	1		
Bldg. 5845/46 Eddis	1		
Bldg. 5511	1		
Total	3		

Locations

Shipton Kaserne	Quantity	Wednesday	Comments
Bldg. 8004	2		
Bldg. 8005	2		
Bldg. 8009	1		
Total	5		

Locations

Barton Barracks	Quantity	Wednesday	Comments
Bldg. 5264	1		
Bldg. 5280	1		
Total	2		

Locations

Katterbach-Heliport	Quantity	Wednesday	Comments
Bldg. 5815 Nähe RC	4		
Bldg. 5814	1		
Bldg. 5988/BK	2		
Bldg. 5813 A Parking Lot	2		
Bldg. 5805 Commissary	1		
Bldg. 5807 Hangar 1	1		
Bldg. 5825/26 Rampe	1		
Bldg. 5817	2		
Total	14		

Total:	24		
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Date: _____

Signature: _____

US Army Ansbach - Katterbach
Contract #

Pick-up Schedule/Locations/Inspections of FLUC Containers, 5.00cbm

Locations

Effective: May 2007

Barton Barracks	Quantity	Thursday	Comments
Bldg. 5292	1		
Bldg. 5255	0		
Bldg. 5256	0		
Bldg. 5262	1		
Bldg. 5308	1		
Bldg. 5290	3		
Total	6		

Locations

Katterbach-Heliport	Quantity	Thursday	Comments
Bldg. 5850 Headquater	1		
Bldg. 5810	1		
Bldg. 5516 Self-help	1		
Total	3		

Locations

Bismarck Kaserne	Quantity	Thursday	Comments
Bldg. 5843 B	1		
Bldg. 5843 C	2		
Bldg. 5847/5848	1		
Bldg. 5909 Franconia Inn	1		
Total	5		

Locations

Shipton Kaserne	Quantity	Thursday	Comments
Bldg. 8103 NIRP site	1		
Soldiers Lake	1		
Total	2		

Total:	16		
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Date: _____

Signature: _____

US Army Ansbach - Katterbach

Contract

Pick-up Schedule/Locations/Inspections of FLUC Containers, 5.00cbm

Locations

Effective: May 2007

Katterbach-Heliport	Quantity	Friday	Comments
Bldg. 5815 Nähe RC	4		
Recycling Center	1		
Bldg. 5814 Messhall	1		
Bldg. 5988 BK	2		
Bldg. 5813 A Parking Lot	2		
Bldg. 5802 Hangar 3	1		
Bldg. 5508 Hangar 5	1		
Bldg. 5805 Commissary	1		
Bldg. 5509/10 Bowl. & CDC	1		
Bldg. 5807 Hangar 1	1		
Bldg. 5987 Thrift Store	1		
Bldg. 5825/5826 Rampe	1		
Bldg. 5839 DPW Shops	1		
Bldg. 5817	2		
Total:	20		

Locations

Katterbach Housing	Quantity	Friday	Comments
Bldg. 5911	1		
Bldg. 5924 High School	1		
Bldg. 5515	1		
Total:	3		

Locations

Shipton Kaserne	Quantity	Friday	Comments
Bldg. 8004	2		
Bldg. 8005	2		
Bldg. 8009	1		
Bldg. 8012	1		
Bldg. 8007 Recycling Center	1		
Total:	7		

Locations

Bismarck Kaserne	Quantity	Friday	Comments
Bldg. 5843 E	1		
Total:	1		

Total:	31		
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Date: _____

Signature: _____

Total pick ups per week:

Day of the week

Total/Gesamt:		Monday	
Total/Gesamt:		Tuesday	
Total/Gesamt:		Wednesday	
Total/Gesamt:		Thursday	
Total/Gesamt:		Friday	
Total Pick ups per week:	0		

Paper Container, 1.1 cbm, green

<u>Locations:</u>	<u>Barton Barracks</u>	<u>Number of Containers</u>	<u>Pick-up on Wednesday</u>	<u>Total</u>
	5264	3	3	
	5284/5260	1	1	
	5259	1	1	
	5251	1	1	
School	5308	5	5	
	5262	1	1	
Chapel	5290	6	6	
Total per week		18	18	18

<u>Locations:</u>	<u>Katterbach Heliport</u>	<u>Number of Containers</u>	<u>Pick up on Wednesday</u>	<u>Total</u>
Bldg. Warehouse	9007	2	2	
Dining Facility	5814	3	3	
Burgerking	5988	6	6	
MED	5810	2	2	
Self Help	5998	2	2	
Hangar 3	5802	2	2	
Hangar 5	5508	3	3	
Commissary	5805	1	1	
Parking Lot	5813 A	4	4	
HAZMAT site, 5518	5518	7	0	(locked containers)
Bowling Center	5509	2	2	
Military Cloth sale	5822	2	2	
Rampe	5825	2	2	
Thrift Store	5987	2	2	
Post Office	5817 D	3	3	
ACS (exit gate, fence)	5817	1	1	
Total per week		44	37	37

<u>Locations:</u>	<u>Katterbach Housing</u>	<u>Number of Containers</u>	<u>Pick up on Wednesday</u>	<u>Total</u>
Building:	5984	1	1	
	5515	2	2	
Total per week		3	3	3

<u>Locations:</u>	<u>Bismarck Kaserne</u>	<u>Number of Containers</u>	<u>Pick-up on Wednesday</u>	<u>Total</u>
Building: AAFES	5843 D	2	2	
Kantine	5843 A	2	2	
	5843 C	3	3	
Parking Lot	5843 D	2	2	
	5909	1	1	
BOQ	5847/5848	1	1	
Eddis	5845	1	1	
	5511	1	1	
Total per week		13	13	13

<u>Locations:</u>	<u>Shipton Kaserne</u>	<u>Number of Containers</u>	<u>Pick-up on Wednesday</u>	<u>Total</u>
Building:	8003	2	2	
	8004	2	2	
	8005	2	2	
	8009	1	1	
Ware house	8012	2	2	
IRP-Site Urlas	8103	1	1	
Lake Sea Urlas		1	1	
Total per week		11	11	11

Grand total:	Containers/pick ups	89	82	82
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Date: _____

Signature: _____

US Army Ansbach - Katterbach

Contract

Pick-up Schedule/Locations/Inspections of Paper Containers, 1.1 cbm

Locations

Effective: May 2007

Barton Barracks	Quantity	Wednesday	Comments
Bldg. 5264	3		
Bldg. 5284/60	1		
Bldg. 5259	1		
Bldg. 5251	1		
Bldg. 5308	5		
Bldg. 5262	1		
Bldg. 5290	6		
Total	18		

Locations

Katterbach-Heliport	Quantity	Wednesday	Comments
Bldg. 9007 Warehouse	2		
Bldg. 5814 Dining Facility	3		
Bldg. 5988/BK	6		
Bldg. 5810 MED	2		
Bldg. 5998 Self help store	2		
Bldg. 5802 hangar 3	2		
Bldg. 5508 hangar 5	3		
Bldg. 5805 DEFAC	1		
Bldg. 5813 A parking lot	4		
Bldg. 5509 Bowling Ctr.	2		
Bldg. 5822 milit.clothes	2		
Bldg. 5825/26 Rampe	2		
Bldg. 5987 Thrift Shop	2		
Bldg. 5817 D Post office	3		
ACS (exit gate, fence)	1		
Bldg. 5518 Hazmat area	7		(locked containers)
Total	44		

Locations

Katterbach Housing	Quantity	Wednesday	Comments
Bldg. 5984	1		
Bldg. 5515	2		
Total	3		

Locations

Bismarck Kaserne	Quantity	Wednesday	Comments
Bldg. 5843 D PX	2		
Bldg. 5843 A Kantine	2		
Bldg. 5843 C	3		

Bldg. 5843 D Parking lot	2		
Bldg. 5909	1		
Bldg. 5847/48 BOQ	1		
Bldg. 5845 Eddies	1		
Bldg. 5511	1		
Total	13		

Locations

Shipton Kaserne	Quantity	Wednesday	Comments
Bldg. 8003	2		
Bldg. 8004	2		
Bldg. 8005	2		
Bldg. 8009	1		
Bldg. 8012 Warehouse	2		
Bldg. 8103 IRP-site Urlas	1		
Soldiers Lake Urlas	1		
Total	11		

Total: 89

Date: _____

Signature: _____

Attachment I c.

PICK UP SCHEDULE for Cardboard Containers, 25 cbm

Effective: 01 May 2007

Pick up days/Locations/Inspections

Locations	Containers						
Katterbach-Heliport	Quantity	Monday	Tuesday	Wednesday	Thursday	Friday	Comments
Bldg. 5805 Commissary	1					1	
Bldg. 5825 Rampe, Shopette	1				1		
Total:	2				1	1	

Locations	Container						
Bismarck Kaserne	Quantity	Monday	Tuesday	Wednesday	Thursday	Friday	Comments
Bldg. 5843E PX	1				1		
Total:	1				1		

Total containers/pick ups:	3				2	1	
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Date:_____

Signature:_____

Attachment I d.

USAG Ansbach - Katterbach
Pick up days/Locations/Inspections of Recycling IGLOO Sets

Locations

Effective: 01 MAY 2007

	Qty	extra Iglu	2nd week of the month	4th week of the month	Monday of every week	Comments
Katterbach Heliport						
Recycling Center (next to 5518)	3		Glass/Metal	Metal	Paper	
Bldg. 5813 (parking lot)	1	3 plastic	Glass/Metal	Metal	Paper	
Bldg. 5805/Commissary		2 plastic	Glass/Metal	Metal	Paper	
Bldg. 5801 Hangar 4	1		Glass/Metal	Metal	Paper	
Total	5	5				

	Qty	extra Iglu	2nd week of the month	4th week of the month	Monday of every week	Comments
Katterbach Housing						
Bldg. 5943	1	1 plastic	Glass/Metal	Metal	Paper	
Bldg. 5946	1	1 plastic	Glass/Metal	Metal	Paper	
Total	2	2				

	Qty	extra Iglu	2nd week of the month	4th week of the month	Monday of every week	Comments
Bismarck Kaserne						
Bldg. 5843 A	1		Glass/Metal	Metal	Paper	
Bldg. 5843 B upper lot	1		Glass/Metal	Metal	Paper	
Bldg. 5843 E PX		1 plastic			Paper	
Bldg. 5847/5848	1		Glass/Metal	Metal	Paper	
Bldg. 5982/5983 Housing	1		Glass/Metal	Metal	Paper	
Total	4	1				

	Qty	extra Iglu	2nd week of the month	4th week of the month	Monday of every week	Comments
Barton Barracks						
Bldg. 5292	1		Glass/Metal	Metal	Paper	
Bldg. 5290 near parking lot	1		Glass/Metal	Metal	Paper	
Total	2					

	Qty	extra Iglu	2nd week of the month	4th week of the month	Monday of every week	Comments
Shipton Kaserne						

Bldg. 8005	1		Glass/Metal	Metal	Paper	
Bldg. 8004	1		Glass/Metal	Metal	Paper	
IRP Lake Bldg. 5675	1		Glass/Metal	Metal	Paper	
IRP HAZMAT site 5729/8102	1		Glass/Metal	Metal	Paper	
Total	4					

Grand Total:	17	8 plastic				
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Date:_____

Signature: _____

Attachment I e.

ADDITIONAL CLEANING SCHEDULE Effective: 01 May 2007
FLUC Refuse Container, 5.0 cbm

**Number of
Containers
s ADDITIONAL CLEANING**

<u>Locations:</u>	<u>Barton Barracks</u>		<u>June</u>	<u>July</u>	<u>August</u>	<u>Total</u>
Building:	5290	3ea	3	3	3	
School	5308	1ea	1	1	1	
Total:		4	4	4	4	12

<u>Locations:</u>	<u>Katterbach Heliport</u>		<u>June</u>	<u>July</u>	<u>August</u>	<u>Total</u>
Building:	5815	4ea	3	3	3	
	5814	1ea	1	1	1	
	5988	2ea	2	2	2	
	5805	1ea	1	1	1	
	5817	2ea	2	2	2	
Total per week		9	9	9	9	27

<u>Locations:</u>	<u>Katterbach Housing</u>		<u>June</u>	<u>July</u>	<u>August</u>	
Building:	5924	1ea	1	1	1	
Total per week		1	1	1	1	3

<u>Locations:</u>	<u>Shipton Kaserne</u>		<u>June</u>	<u>July</u>	<u>August</u>	
Building:	8009	1ea	1	1	1	
Soldiers Lake		1ea	1	1	1	
Total per week		2	2	2	2	6

<u>Location:</u>	<u>Bismarck Kaserne</u>		<u>June</u>	<u>July</u>	<u>August</u>	
Building:	5843A	1ea	1	1	1	-
Total per week		1	1	1	1	3

US Army Ansbach - Katterbach

Contract #

ADDITIONAL CLEANING REPORT

FLUC Refuse Container, 5.0 cbm

Locations

Effective: May 2007

Barton Barracks	Quantity	JUN E	JULY	AUGUST	Comments
Bldg. 5290	3				
Bldg. 5308 School	1				
Total	4				

Locations

Katterbach-Heliport	Quantity	JUN E	JULY	AUGUST	Comments
Bldg. 5815 Bahnschiene	3				
Bldg. 5814 Dining Facility	1				
Bldg. 5988/BK	2				
Bldg. 5805 DEFAC	1				
Bldg. 5817 D Post office	2				
Total	9				

Locations

Katterbach Housing	Quantity	JUN E	JULY	AUGUST	Comments
Bldg. 5924 School	1				
Total	1				

Locations

Shipton Kaserne	Quantity	JUN E	JULY	AUGUST	Comments
Bldg. 8009 Dining Facility	1				
Soldiers Lake Urlas	1				
Total	2				

Locations

Bismarck Kaserne	Quantity	JUN E	JULY	AUGUST	Comments
Bldg. 5843 A	1				
Total	1				

Total:

17

Date: _____

Signature: _____

ATTACHMENT II

Revised: 11 January 2007

ATTACHMENT II
PERFORMANCE WORK STATEMENT (PWS)

DEPARTMENT OF THE ARMY
USAG ANSBACH
APO AE 09177

FOR
REFUSE COLLECTION
SERVICES

AT THE USAG ANSBACH
TO INCLUDE
BARTON KASERNE – Ansbach
KATTERBACH HELIPORT, BISMARCK KASERNE, SHIPTON KASERNE, and URLAS AREA

Prepared by:
Directorate of Public Works,
Environmental Management Division
Bismarck Kaserne, Bldg. 5843 B
91522 Ansbach- Katterbach
Tel. 09802-83-2158
Fax: 09802-83-2264

1. SCOPE OF WORK

The Contractor must provide for the management, supervision, personnel, labor, materials, supplies, transportation, general and specialized equipment required to perform refuse collection and disposal services for the United States Army Garrison (USAG) Ansbach. Incidental refuse collection and/or disposal functions not specifically listed, which are normally accomplished, as a general practice in this service trade shall be performed, as well. Performance shall be in accordance with the standards specified herein.

2. CERTIFICATION

The Contractor must be registered as a business with the appropriate Government Office, and must be certified as a "Zertifizierter Entsorgungsfachbetrieb nach Paragraph 52(2) KrW-/AbfG und Paragraph 12-15 der Entsorgungsfachbetriebsverordnung". A copy of the valid and current certificate must be submitted with his/her offer.

3. PERSONNEL

a. The Contractor must assign a qualified and skilled Project Manager, as well as a qualified Project Supervisor skilled in the refuse collection and disposal trade to act as "Contractor's Agent's" on site.

b. The Contractor's Project Manager and Project Supervisor must comprehend the English language fluently, in reading, writing and speech, so as to communicate with US Government Officials. If the language requirement cannot be met, a translator may be present at the Contractor's own expense. If a translator is required, s/he must be present at all times for assistance at the work sites, as well as during meetings with US Government Officials.

c. All joint inspections must be signed by both the US Government Representative and the Contractor's authorized Representative. Deficiencies noted and/or customer complaints received during an inspection will be brought to the immediate attention of a Government Representative and/or the Contracting Officer's Representative (COR). Upon notification, the Project Supervisor has thirty (30) minutes to verify the deficiencies and/or complaints by way of a joint inspection and by signing a complaint sheet. Re-performance, if applicable, must be accomplished within one (1) hour after signature of the complaint sheet.

d. The Project Supervisor must be available by telephone at all times during regular working hours (0730 through 1600).

e. Employee Identification - While performing work on any military installation, Contractor employees must wear uniform distinctive clothing, bearing the name of the company, or by wearing distinctive name plates, emblems or badges in a prominent place on an outer garment, displaying the name of the firm and/or of the employee.

4. WORK PLAN:

The Contractor must submit a detailed refuse collection work plan to the COR, not later than five (5) work days after the contract start date.

5. QUALITY ASSESSMENT:

a. The Government will evaluate the Contractor's performance in accordance with the Performance Requirements Summary (PRS) at Attachment III of this contract.

b. Performance Evaluation Meetings: During the first month of the contract, the Contract Manager may be required to meet at least weekly with the Quality Assurance Evaluator (QAE) and the COR. Thereafter, meetings will be held on an as needed basis, as determined by the COR.

6. HOURS OF OPERATION:

The project sites are available for:

a. Refuse/recyclables collection service: Monday through Saturday 0600 hrs – 1800 hrs

b. The operational hours of SORT Centers are:

Recycling Center Katterbach: Monday through Friday 0800 – 1200 and 1300 – 1700 hours
Saturday 1100 – 1500 hours

Recycling Center Bleidorn housing: Monday, Wednesday, Friday, Saturday 1100 – 1500 hours
(subject to change)

Recycling Center Shipton: Tuesday and Thursday: 1300 – 1700 hours (subject to change)

7. SAFETY AND FIRE:

a. The Contractor shall comply with all safety and fire regulations in accordance with current German Accident Prevention Regulations of the Employer's Liability Insurance Association (BG) and their Insurance Companies ("Unfall-Verhütungs-Vorschriften der Berufsgenossenschaften (UVV) und der Unfallversicherungen").

b. In case of an accident, the Contractor shall forward one completed copy of the required accident report to the COR not later than three (3) working days after the accident.

c. At all times during the performance of this contract, Contractor' vehicles used for refuse collection and/or for disposal services must be equipped with a 6 kg dry chemical extinguisher (Trockenlöschpulver).

d. In the performance of services as contracted for, the Contractor shall comply with all applicable military traffic rules and with applicable German traffic laws (Strassenverkehrsordnung (STVO)).

8. SPECIFIC TASKS:

a. General:

(1) The contractor shall move the solid waste containers from the solid waste location for pick up. After pick up, the contractor shall move the solid waste containers back to their individual/original locations. Pick up point areas and containers must be kept clean by the contractor.

(2) The pick up schedule for solid waste (for CLIN items 0001AB, 1001AB, 2001AB and 0001AE, 1001AE, 2001AE and 0001AG, 1001AG, 2001AG) will be updated as necessary (in case of deployment of units, or increase of population, etc.). The contractor will receive a corrected pick up schedule from the COR not later than one week prior to the pick up dates. The actual pick up schedule can be identified by the effective date. Empty containers shall not be picked up.

(3) If ammunition, explosives or similar sensitive items are found, the Contractor must notify the COR or his/her alternate immediately. The Contractor must post a guard until the Military Police arrives, so as to prevent handling of the ammunition and/or explosives by unauthorized persons.

(4) Containers furnished by the contractor remain his/her property. The Contractor is responsible for the maintenance and repair, as well as for the labeling of the containers.

(5) Cleaning of containers includes spraying the containers with insecticides. The contractor shall clean the silver FLUC containers, 5.0 cbm, for refuse collection one time per year at the end of March. The Contractor shall clean the green containers, 1.1 cbm, for paper/cardboard, and the recycling igloo containers, 3.0 cbm one time per year the end of July. The igloo containers, 3.0 cbm, must be cleaned inside and outside. Cleaning periods are subject to change, and will be as directed by the COR.

(6) The contractor shall remove waste/recyclables around the containers, when the containers are emptied.

(7) Provide personnel within a period of one day after having been notified by the COR to clean up recycling and trash areas, and to distribute trash and/or recycling containers on the military installations listed under 8.(9)(b) below, in accordance with instructions received from the COR. The services include but are not limited to the contractor providing his/her own vehicle; if necessary a truck up to 7.5 tons for the transportation of solid waste to accumulation waste areas or SORT centers, and to transport waste containers within the USAG Ansbach. In addition, this service calls for contractor personnel to sort and fill waste containers, clean up waste areas with adequate equipment, and to dispose of waste into appropriate waste containers. The contractor shall provide all necessary equipment (i.e. stepladder to enter containers, multi-purpose devices to sort various waste containers, broom and dustpan to clean up polluted areas, as well as a cell phone to be accessible while at the locations to be serviced).

(8) The Contractor shall appoint an individual to visit the Environmental Division daily to receive new updates of pick up schedules, to discuss problems, or to pick up paperwork such as delivery slips, weight certificates, etc.

(9) (a) Description of containers: The contractor must label each individual container in the English and German languages. The contractor shall ensure that the signs are re-posted after the exchange of containers. If signs are missing or illegible, the contractor shall replace signs immediately.

(b) Location of containers: Placement of individual containers must be coordinated with the COR. Containers may need to be placed at the following locations within the USAG Ansbach:

Army Heliport, Katterbach
Shipton Barracks, Ansbach
Housing Area, Katterbach
Housing Area, Bleidorn, Ansbach
Bismarck Kaserne, Katterbach
Housing Area, Bismarck
Barton Barracks, Ansbach
URLAS Training Area, Ansbach
NIRP, URLAS Area, Ansbach
BLSA, URLAS Area, Ansbach
DPW Storage Area, URLAS Area, Ansbach

b. Disposal of Refuse/Recyclables:

(1) The Contractor may choose disposal/recycling locations for paper/cardboard, plastic, metal and glass bottles for disposal in accordance with applicable German Waste Laws and Directives.

(2) All solid waste must be transported, disposed of or recycled in accordance with applicable German Waste Laws and directives.

(3) Solid waste disposal:

(a) Refuse/Garbage: Consists mainly of refuse mixed with a variety of material that cannot be sorted on the installation. Over-sized recyclable items may be deposited into garbage containers as well.

(b) Glass bottles/hollow glass: A variety of hollow glass, with or without the “green dot”. Clear, green, and brown glass is collected separately. The disposal of hollow glass encompasses a large variety of different types of glass. Glass is for the most part not washed, still containing residue. Glass bottles may also contain bottle caps.

(c) Plastic: Mainly a mixture of plastics for recycling. Can include various types of plastic and compound materials with plastic, with or without the “green dot”, partially with foreign materials attached and/or residue still remaining inside (incl. PET-containers).

(d) Metal cans: Various empty metal cans, with or without the “green dot”, up to a diameter of 30 cm, (incl. drinking cans with portions of aluminum). For the most part, the cans are not washed and partially contain residue.

(e) Batteries: A variety of household batteries that fit into the yellow box attached to the metal igloo.

(f) Cardboard/Paper: A mixture of old moist paper, cartons, and pulp paper, containing foreign material such as small metal and plastic pieces.

(4) Pick-up Frequency: If one of the scheduled pick up days is a German Holiday, the containers shall be picked up/emptied on the following work day, during the same hours as normally scheduled, or on Saturday between 0600 – 1800 hours.

9. APPLICABLE REGULATIONS:

The following laws and regulations and their updates must be followed in the disposal of all solid waste:

AR 200-47 Solid and Hazardous waste management (22 June 1987);

AR 420-49 policy, procedures, and responsibilities for the Army in Europe Recycling program (19 SEP 2005);

Army TM 5-6364 Solid Waste Management (May 1990);

Bavarian refuse and treatment law as of 25 MAY 2003;

Bayerisches Abfallwirtschaft- und Altlasten Gesetz vom 25. MAI 2003;

Refuse statute of the City of Ansbach dated 31 January 2006 (coming into effect 01 March 2006);

Satzung über die Abfallwirtschaft in der Stadt Ansbach vom 31. Januar 2006 (Inkrafttreten 01. März 2006 oder in der jeweils gültigen Fassung).

ATTACHMENT III

Date: 05 December 2006

ATTACHMENT III

PERFORMANCE REQUIREMENTS SUMMARY

1. The purpose of this attachment is to:

- a. List the contract requirements (performance objectives)
- b. Define the standard of performance
- c. Show the Acceptable Quality Level (AQL) for each service listed. The AQL is defined as maximum percent of defective services allowed for satisfactory performance, wherein performance will still be considered satisfactory.
- d. Explain the method of performance assessment the Government will use to evaluate the Contractor's performance in accordance with the contract requirements.

2. The criteria for acceptable and unacceptable performance are as follows:

- a. Services that are checked by the periodic inspection method must be performed at an AQL of 5%.
- b. Services that are checked by the 100% inspection method must be performed at an AQL of 0%.
- c. Customer complaints will be verified by the COR.

3. Payment will be adjusted for unacceptable performance using the following methods:

- a. Contractor performance will be compared to contract standards and AQLs using the Government performance assessment plan.
- b. If the rental, maintenance, cleaning and pick-up of containers in any required service is unacceptable, and re-performance of the service was not possible, an amount pro-rated from the schedule of service will be deducted (e.g. one 5 cbm container was delivered with one day delay: the unit price is divided by thirty (30) days to calculate the amount to be deducted for one day delay).
- c. If any required service is unacceptable and re-performance of the service is not possible, the unit price quoted in the schedule will be deducted.
- d. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this contract. The contractor must not be relieved of full performance of the services hereunder and may be terminated for cause based upon inadequate performance of service even if a deduction was previously taken for inadequate performance.

AQL TABLE OF ATTACHMENTS III

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